**ACTIVE WORTHING WELLBEING CENTRE – LIFE SKILLS CLUB**

**TERMS AND CONDITIONS**

1. **Introduction**

(a) Your agreement is with us, Active Worthing Wellbeing Centre CIC (“AWWC”), registered in England & Wales under company number 12487821 and having its registered address at 9 Cottenham Road, Worthing, West Sussex, BN11 2JJ.

(b) These terms and conditions form part of your agreement with us, and replace any previous terms and conditions.

(c) You must comply with and agree to our rules and regulations that apply from time to time.

(d) You represent and warrant that you are at least eighteen (18) years of age and possess the legal right, capacity and ability, on your own behalf to accept and agree to these terms and conditions.

**2. Description of Services**

We provide reablement and preventative life skills services for clients referred by the medical profession or by the clients themselves (the “Services”). We are not a healthcare service provider and as such we will never provide direct medical advice regarding a client’s treatment or health, and the Services provided will be in accordance with the information provided by a medical practitioner or by the client in this form.

**3. Client Information**

(a) All information provided to us is intended to be for the effective provision of the Services to you

and is in no way intended to create a doctor/healthcare provider-patient relationship.

(b) As a client of AWWC you must ensure that:

(i) you provide all information, medical and otherwise, which is relevant to the Services to be provided to you by us;

(ii) all information provide is accurate and in comprehensible English;

(iii) if you have any concerns about the suitability of the Services, then you can seek further advice from your General Practitioner or another professional;

(iv) you follow any instructions that you are given by our staff;

(v) you report any adverse or unexpected effects from the Services;

(vi) you inform us if any information that you have given becomes incomplete or false;

(vii) you do not under any circumstances amend, alter or tamper with the contents of any documents created for or issued to you.

**4. Access to the Services**

(a) To access the Services, you must contact us by telephone or email to book an initial appointment to discuss your needs and how the Services can apply to you.

(b) You will receive confirmation of your appointment by telephone/message/email, together with information of how to access our premises and what to bring to the appointment. You will be informed by telephone or email as soon as possible if we need to amend, change or cancel the appointment.

(c) Due to Covid 19 restrictions, you cannot attend our premises without a confirmed appointment.

(d) At the appointment, you will be required to show photo ID to enable us to confirm your identity and we will arrange the necessary paperwork for you. An AWWC Support Worker will meet you, discuss your needs, explain the do’s and dont’s and will provide you with a service offer.

(e) If you accept the offer, you will be required to complete all the necessary paperwork and return to the AWWC Support Worker, and you will be given a membership and be allocated a suitable day to start together with the days/times that you will attending the centre.

(f) We will not be able to provide transport to and from the centre, medical support or personal care support.

**5.  Commencement of Membership**

(a) When you become a member, the membership will commence on the start date set out in the Referral Form.

(b) When your membership starts, you will need to make payment of the fees set out on in paragraph 6. The Services cannot be provided to you until you have signed your membership form, made the payments set out on the form, and set up your direct debit (if you are paying by direct debit).

(c) If you join part way through a month, we will work out any monthly fees that may apply on a pro rata basis.

**6. Fees and payment**

(a) The fees payable to us for provision of the Services to you are either:

(i) £35 Registration fee; and

(ii) £30 for one day or £20 for half-day (Suitable for ABI Specific Sessions); and/or

(iii) £25 Monthly Direct Debit for a maximum of 6 sessions per month,with two date choices payment to be made being either the start of the month or the middle of the month depending on your joining date; and/or

(iv) £6 per session.

(b) You will not be able to attend a session if your do not pay the charge for that session.

(c) You will not be able to attend a session if your monthly direct debit charge is not processed, and until all payments due have been paid.

(d) The fees are subject to change from time to time at our discretion.

**7. Cancellation of membership by you**

1. To cancel your membership, you must send your notice in writing to us by email or post.
2. If we receive your cancellation notice on the first day of the month, your membership will end on the last day of the same month. If we receive your notice after the first day of the month, your membership will end on the last day of the following month. This means we will take one more direct debit payment before cancelling your membership.  For example, if we receive your notice on 10 May, cancellation will take effect from 30 June. If you are within your commitment period, we will cancel your membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact us.

(c) If you cancel your membership in writing (by post or e-mail), when we receive your written notice we will send you an acknowledgement letter or email to confirm the date that your membership will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice and you must contact us and send a further cancellation notice to us.

**8. Cancellation of membership by us**

(a) We may cancel your membership at any time by giving you one month’s notice in writing. In these circumstances, we will refund you the fee that you have paid for that month, and any fees you have paid for future months.

(b) We may freeze your membership at any time (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

(i) We, in our opinion, consider that you are not medically or physically able to use our facilities safely, or;

(ii) You seriously or repeatedly break the conditions of your membership; or

(iii) If you use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct at any of our clubs, or if your behaviour or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk; or

(iv) You do or attempt to provide, offer, engage in, advertise or promote, whether or not for payment or other reward, at our premises any activities or services which do or may compete in any way with any activities or services provided, offered, engaged in, advertised or promoted by us or our authorised personnel.

(c) If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

**9.   Restarting your membership after cancellation**

(a) If your membership has been cancelled, you may restart your membership again at any time. To do so, you will need to sign a new Referral Form and set up a new direct debit with us.

(b) You will not be able to restart your membership until you have paid all amounts you owe us for your previous membership (if any), and we can refuse to let you restart your membership again until you have done so.

(c) If your membership was cancelled by us due to reasons in paragraph 8(b), you will not be able to restart your membership with us.

**10. Provision of Services**

(a) Due to C19 safety regulations, all attendances must be booked in advance, and we cannot guarantee spaces as numbers are limited by health and safety requirements.

(b) We will provide a regular schedule of availability, which will be subject to change from time to time.

**11. Disclaimers**

(a) We accept no liability for: information provided by you in this form; information omitted by you in this form; and/or any advice given to the client by a client’s General Practitioner.

(b) We will not be liable for instances where you choose not to, or fail to, provide all relevant information to us.

(c) We will also not be liable for any complications, emergencies or medical requirements that may arise during or after provision of the Services as a result of your present or past illnesses, allergies to certain drugs or side effects.

(d) We do not make any representation or give any warranties regarding the training, qualifications or

skills of its staff, but where regulatory requirements and UK law require staff to be suitably qualified appropriate checks are carried out to ensure staff have the right to practise in the United Kingdom.

**12. Limitation of Liability**

(a) To the fullest extent permitted by applicable law, neither AWWC nor any of its officers, directors, shareholders, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with:

(i) information provided by you;

(ii) information provided by a medical professional;

(iii) your statements and/or conduct;

(iv) your failure to follow the our advice or recommendations;

(v) your negligence;

(vi) negligence of a third party who is outside of our control or who is not connected with providing the Services under these terms and conditions; or

(vii) events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care

(b) We can make changes to the Services, and we will give you notice (where possible we will provide reasonable advance notice) of any such changes, but we will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.

(c) We cannot accept liability for any loss or damage to your property in our premises unless that loss or damage was caused by our negligence. It is your responsibility to ensure that your valuables are kept secure and that you use of the lockers provided. Wherever possible, you should avoid bringing in valuables or large amounts of cash to our premises.

(d) Nothing in these terms and conditions excludes or limits our liability for:

(i) Death or personal injury caused by our negligence or that of our staff; or

(ii) Fraud or fraudulent misrepresentation; or

(iii) Any other liability which we cannot by law exclude or limit.

**13. Data Protection**

(a) For the purposes of this clause “Data Protection Legislation” all legislation in force in the United Kingdom from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy

(b) All personal data that we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and the client’s rights thereunder.

(c) For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the client’s rights and how to exercise them, and personal data sharing (where applicable), please refer to our Data Protection Policy available from our office or published on our website.

**14. Mobile phones/photography policy**

(a) No cameras, mobile phones, tablets or other electronic or photographic devices are permitted or to be used in the changing rooms at any time.

(b) No photography is permitted in any club at any time except with the prior approval in writing of the premises manager.

**15. Minors**

Minors under the age of eighteen (18) years of age will require parental consent to access the Services.

**16. Complaints and Disputes**

(a) You can always give us feedback on our services by contacting us by email and by leaving feedback about your experience.

(b) Please tell us about any complaints you might have as soon as possible so we are able to resolve it promptly.

(c) We will investigate any complaint and keep you updated on the results of the investigation.

(d) We shall also discuss the investigation with you. If we are in the wrong, we shall apologise to you.

(e) If any disagreement between you and us arises in connection with these terms, we will attempt to resolve it by discussing it with you.

**17.  Circumstances beyond our control**

(a) If we cannot provide all the services and facilities for 30 consecutive days or more, or services and facilities are significantly reduced for 30 consecutive days or more, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately by written notice. By law, we do not have to pay you compensation in these circumstances.

(b) Reasons or events beyond our reasonable control could include, for example, but are not limited to natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic and strikes or other labour disputes (not relating to our workforce).

**18. No third party rights**

Nobody else has any rights under these Terms and Conditions. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**19. Severability**

If a court finds part of these Terms and Conditions illegal for any reason, the rest will continue in force.

**20. Waiver**

Even if we delay in enforcing any of these Terms and Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaching these Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**21. Changes in the Terms and Conditions**

We reserve the right, at our sole discretion, to change our Terms and Conditions from time to time.

**22.  Assignment**

(a) We may transfer our rights and obligations under these terms to another organisation, but we will always notify you in writing if this happens, and this will not affect your rights under these terms.

(b) Our services are personalised and so you may only transfer your rights or obligations to another person if we agree to it.

**23. Notices**

We will send all letters, emails, communications and information to the address and other contact details you have given us on your membership form. You must keep us up to date with any changes to your address or other details.

**24.Governing Law**

These Terms shall be governed and construed in accordance with the laws of England and Wales. Any dispute or claim arising under or with respect to AWWC will be resolved by Arbitration first. The Arbitrator in any proceeding may award reasonable costs and expenses, including reasonable legal fees, to the prevailing party.